

# EXHIBIT E –

Email from Nancy Savage to Mark Sykes dated 2/18/25

## Nancy Savage

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**From:** Nancy Savage  
**Sent:** Tuesday, February 18, 2025 1:44 PM  
**To:** Mark Sykes  
**Cc:** Laura Kopanski  
**Subject:** RE: Deposition and other matters  
**Attachments:** Amended Notice of Deposition 2.18.25.pdf

Mr. Sykes,

Attached is the Amended Notice of your deposition containing the revised location, in Little Rock, and the revised time.

Please let me know if you have any questions concerning the deposition notice.

Thank you,

*Nancy D. Savage*  
Nancy D. Savage  
Assistant City Attorney

**HENDERSON**

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**From:** Mark Sykes <windsorsykes@yahoo.com>  
**Sent:** Wednesday, February 12, 2025 1:08 PM  
**To:** Nancy Savage <Nancy.Savage@cityofhenderson.com>  
**Cc:** Laura Kopanski <Laura.Kopanski@cityofhenderson.com>  
**Subject:** Re: Deposition and other matters

### EXTERNAL EMAIL – USE CAUTION

Hello Nancy, I will agree to have your deposition taken remotely, with me being physically present in Little Rock, Arkansas, let me know when and where.

### Meet and Confer Regarding My Discovery Responses

I thought we did our meet and confer already. Please let me know where its required for another.

Please let me know if anything else is needed

Best regards, Mark Sykes

Direct Line: 725-254-0279 Private Correspondence to intended party from: Mark Sykes.  
[windsorsykes@yahoo.com](mailto:windsorsykes@yahoo.com)

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electronic communication constitutes as my signature agreeing to this agreement by the failure to reject the arbitration clause in the timeframe allowed. The parties agree that the policies and procedures of AAA (AMERICAN ARBITRATION ASSOCIATION) whereas a designated arbitrator shall be chosen at random, who is duly authorized or any other arbitration association chosen by the claimant, and in the event of any physical or mental incapacity to act as arbitrator or to accept to be arbitrate the matter, the claimant shall retain the authority to select any neutral(s)/arbitrator(s) that qualify pursuant to the common law right to arbitration, as the arbitration process is a private remedy decided upon between the parties, and with respects this agreement, the defaulting party waives any and all rights, services, notices, and consents to the undersigned and or the undersigned's representative selection of the arbitrator thereby constituting agreement, and any controversy or claim arising out of or relating in any way to this Agreement or with regard to its formation, interpretation or breach, and any issues of substantive or procedural arbitrability shall be settled by arbitration, and the arbitrator may hear and decide the controversy upon evidence produced, and not based on personal opinion, legalese, legal terminology, legal technicalities, statutes, codes, ordinances, regulations, but within the scope of this herein agreement according to its terms and conditions, and must do so even if and or although a party who was duly notified of the arbitration proceeding did not appear; that the Undersigned deems necessary to enforce the "good faith" of ALL parties hereto within without respect to venue, jurisdiction, law, and forum the Undersigned deems appropriate. "All rights are reserved."

LEGAL NOTICE TO AGENTS IS LEGAL NOTICE TO PRINCIPALS. LEGAL NOTICE TO PRINCIPALS IS LEGAL NOTICE TO AGENTS.

On Tuesday, February 11, 2025 at 06:54:29 PM CST, Nancy Savage <[nancy.savage@cityofhenderson.com](mailto:nancy.savage@cityofhenderson.com)> wrote:

Mr. Sykes,

### **Deposition**

In December 2024 I requested that you provide dates when you could be available to be deposed in late January or early February 2025. We did not get a response from you, so I have set it according to my schedule to start at 1:30 pm on March 5, 2025. The notice of deposition that was served by mail on February 6, 2025 is attached.

In my December e-mail concerning your deposition, I indicated that I would be willing to set your deposition to be taken remotely. For that type of deposition, we would need to have you go to a court reporter's office to sit for your deposition. There would have to be consent by all parties for your deposition to be taken remotely. At this point, since we have not agreed to a remote deposition, your deposition in March is set to be taken at my office. We have looked at what court reporting services and facilities are available in Arkansas, and it looks like you will need to go to Little Rock if your deposition is going to be taken remotely. We need some lead time to obtain and confirm the court reporter and facility where you would go to sit for your deposition.

If you want your deposition taken remotely, from Little Rock, instead of having to appear to be deposed at my office in Henderson, Nevada, please confirm that you consent to have your deposition taken remotely, and confirm that you will appear for your deposition in Little Rock, Arkansas on March 5, 2025. Please provide your response concerning taking your deposition remotely by the end of the business day on **February 21, 2025**. If you are going to be deposed

remotely, we need to have time to make the appropriate arrangements. Due to the time difference, if the deposition is remote, we may adjust the deposition start time to be a little bit later, but it will still be on the afternoon of March 5, 2025. We will then get a location and court reporter scheduled and do an amended notice with the address for the deposition and any time change.

### **Meet and Confer Regarding Your Discovery Responses**

I need to have a meet and confer with you concerning your written discovery responses. I will let you know ahead of time which responses I'll need to discuss. Please let me know which of the following start times would work best for you. All of the times are for the time in Nevada's time zone.

**2/18 (Tuesday):** 2:30 pm, 3:00 pm, 3:30 pm, or 4:00 pm

**2/20 (Thursday):** 2:00 pm, 2:30 pm, 3:00 pm, or 3:30 pm

**2/25 (Tuesday):** 2:00 pm, 2:30 pm, 3:00 pm, 3:30 pm, or 4:00 pm

Please let me know when we can schedule the meet and confer and if you will agree to have your deposition taken remotely, with you being physically present in Little Rock, Arkansas.

Thank you in advance for your anticipated assistance concerning the above. If you have any questions concerning the above, please let me know.

**Nancy D. Savage**

Nancy D. Savage

Assistant City Attorney

**HENDERSON™**

(702) 267-1237 Fax (702) 267-1201



Assistant: Laura Kopanski 702 267-1239

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